

Terms and Conditions

Definitions

In these Terms of Business the following definitions apply:

"The Company", "We", "Us" – means Carmen Cleaning Services Ltd of 381 Uxbridge Road, London W3 9SA.

"Cleaner", "Cleaning Operative" – means the person or firm carrying out cleaning services on behalf of the Company.

"Builder", "Contractor" – means the person or firm carrying out building work / property maintenance services on behalf of the Company.

"Client", "You" – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning / building / maintenance services are supplied by the Company.

"Client's Address" – means the address where the Client has requested the cleaning / building / maintenance services to be carried out.

"Service", "End of Tenancy Cleaning", "EOT", "Move In / Out Cleaning", "Deep Cleaning", "After Builders", "Cleaning", "Dry cleaning" – means the cleaning services carried out on behalf of the Company.

"Cleaning Visit" – means the visit to the Client's service address by the Cleaner in order to carry out the Service.

Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

The Headings contained in these Terms are for convenience only and do not affect their interpretation.

End of Tenancy / Carpet / Upholstery / Curtain / Household items Cleaning, Building / Maintenance Terms and Conditions

1. Contract

1.1 These Terms and Conditions represent a contract between Carmen Cleaning Services Ltd. and the Client.

1.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

1.3 The Client agrees that any use of the Company's services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client's acceptance of these Terms and Conditions.

1.4 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

1.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

2. Quotations

2.1.1 End of Tenancy Cleaning is charged per job taking into account the current property condition, number of rooms, bathrooms, WCs, shower rooms and en-suites and window cleaning from inside. Please note that we do not charge per hour per cleaner and the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price.

2.1.2 Carpet / upholstery / curtain / household item cleaning is charged per room/item/job taking into account the type of carpet upholstery / curtain / household item fibers and condition of carpet / upholstery / curtain / household item . Natural carpet fibers e.g. coir, jute, sisal, sea grass etc. require dry cleaning process which is more expensive than the standard hot water extraction method.

2.2 The quoted price does not include extras such as; carpet and upholstery steam cleaning, dish-washing, removal and replacement of over 5 items from cupboards, book-dusting, wall / ceiling cleaning, balcony/terrace cleaning, patio/garden cleaning. Extra services are priced separately, and need to be requested additionally.

2.3 Building Work and Property Maintenance is charged per job taking into account the current property condition.

2.4 The Company uses the national average room sizes when calculating quotations.

2.4 All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

2.6 The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

2.7 Differences in excess of 10% will be discussed with the Client prior to the start of the work. In such cases the Client will have to pay £40.00 cancellation fee if he does not accept the updated price.

3. VAT

3.1 The Company does not charge VAT

4. Equipment

4.1 The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

4.2 The Company shall provide all building/property maintenance equipment however the cost of building/property maintenance materials shall fall upon the Client.

4.2 The Client must provide hot running water, electricity and sufficient light at the premises where the services take place.

5. Payment

5.1 We require a 50% deposit by bank transfer or paid in cash a minimum of least 3 (three) working days prior to the scheduled date of service.

5.2 Unless otherwise agreed in writing by the Company the account is rendered for immediate payment on the completion of the services.

5.2.1 Private Clients must make payment either by bank transfer or cash on the day of service before the Cleaner/Builder leaves the Client's premises.

5.2.2 Company Clients must make payment either by bank transfer or cash within 30 days of service completion.

5.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the current Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

5.4 The Company reserves the right to charge a £40.00 administrative fee, in addition to the balance due, for any account we must refer for debt collection. Please note that debt collecting companies may add their charges to the outstanding amount.

5.5 All bank charges incurred due to a Client's payment will be passed onto the Client.

5.6 The Company reserves the right to cancel any contract and additionally back charge for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

5.7 The rates and terms of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

5.8 The Company reserves the right to use funds given as deposit to any cancellation/rescheduling fees.

6. Cancellation

6.1.1 The Client can cancel the scheduled service with no less than 24 hours prior notice to the agreed start time in writing.

6.1.2 In the event of a Client cancellation/rescheduling, the Company will do its best to accommodate him subject to 24 hours prior notice and availability.

6.2. There is a cancellation fee of 40% of the service total for a cancellation or rescheduling where less than 24 notice is given.

6.3.1 Customer agrees to pay 40% of the service total as a cancellation fee in the event of our cleaners/builders not able to gain access to the property.

6.3.2 If property keys are provided they must open the lock without any special efforts or skills otherwise a 40% cancellation/rescheduling fee is taken.

6.4 The Company reserves the right to cancel services in the event of problems with electricity, drain blockages or other issues with the Client's premises.

6.5 The Company reserves the right to cancel services without notice due to prior non-settled invoices.

7. Refunds

7.1 No refunds will be given once the service has been carried out.

7.2 A refund will be issued only if:

- The Client has cancelled a service within the allowed time (24 hours) prior to the scheduled start time
- A Cleaner/Builder has not been able to carry out the service due to circumstances beyond the Client's control.

8. Complaints

8.1 All services shall be deemed to have been carried out to the Client's satisfaction unless written notice is received by the Company with details of the complaint within 24 hours of the work being completed. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

8.2 The Client agrees to allow the Company back to re-clean any disputed areas/items before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for debt collection.

9. Claims

9.1 The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Monday 12:00 (midday) in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

9.2 The Company may require entry to the location of the claim within 24 hours to correct the problem.

9.3 The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

9.4 If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.

9.5 If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

9.6 In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

9.7 Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

9.8 The Client waives his right to stop payment on his cheque or protest a credit/debit card charge unless the Company fails to make good on the guarantee shown in Section 12.

9.9 While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

9.10 In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of services rendered.

9.11 The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

9.12 No claims shall be entertained if the Client has an outstanding balance aged more than 21 days.

9.13 Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

10. Liability

10.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

- Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting.

- Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

- An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods.

- Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the service processes.

10.2 The Company shall not be liable for any damages worth £50.00 or less.

10.3 The Company shall not be liable for any odors arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.

10.4 The Company shall not be liable for the shrinkage of carpets as a result of natural fibre carpets being wet cleaned. The company shall ensure that the Client is informed of this prior to proceeding and any issues arising subsequently shall be the sole responsibility of the Client.

10.5 The Company shall not be liable for the shrinkage of carpets as a result of poor fitting.

10.6 The Company shall not be liable for carpets expanding or ripples forming during and/or after the cleaning when this is as a result of factors such as fibre content, wear and tear, weak backing and/or poor fitting.

10.7 The Company shall not be responsible for a poor result in cleaning where this is a result of considerable wear and tear and/or staining to the carpet fibres prior to the service being carried out.

10.8 The Company shall not be responsible for any damage caused as a result of the Client placing furniture on a carpet which has not completely dried.

10.9 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 14 days or more from the date the payment was due.

10.10 The Company shall not be liable for any garments or curtains / blinds (Roman, Austrian), upholstery / household items (duvets, pillows, bedspreads, covers etc) which suffer colour loss / run, shrinkage or damage (etc) throughout the cleaning process whereby the manufacturer's care label instructions are not shown or have been adhered to.

10.10.1 Items are accepted for cleaning at the Client's own risk and the Company cannot be held responsible for failings in the garment / item's integral nature (such as wear and tear) where the garment / item does not withstand the industrial laundering or dry cleaning process.

10.11 The Company shall not be liable for any wear or discolouring of fabric (where stains have been removed) nor failure to remove old / permanent stains using standard garment / item (e.g. curtain, carpet, upholstery) or household cleaning methods.

10.11.1 The Company shall also not be liable for existing damage or spillages on items / garments which cannot be fully cleaning / removed.

10.12 The Company reserves the right to not fall response where cleaning jobs are uncompleted due to third parties entering or being present at the premises during the cleaning process.

11. Supplementary Terms

11.1 If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pickup of keys, if said keys need to be returned back to the pickup address or any other address, a charge of £10.00 will apply.

11.2 Any estimates provided regarding the length of service is only an estimate based on the average time it takes to clean/carry out building work/property maintenance on a home of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

11.3 The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

11.4 Our cleaners are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person.

11.5. Cleaning of Venetian blinds is optional at extra cost.

11.6 The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit, and will inform the Client prior to the visit.

11.7 All fragile and highly breakable items must be secured or removed.

11.8 The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Clients failure to comply with this obligation.

11.9 The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

11.10 The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

11.11 Fridges and freezers should be emptied and defrosted prior to our arrival and turned off to ensure thorough cleaning can take place.

11.12 The customer must ensure that all belongings are completely moved out – an additional cost may be charged if this is not the case

11.13 An oven is based on a standard 60cm wide oven (extra will be charged for ovens which exceed this width).

11.14 Hobs are based on 4 ring burners or 4 places to place a pan (extra will be charged for hobs that exceed this amount).

11.15 We can clean out your garage, sheds, summerhouses and any other space outside the home at the extra cost.

11.16 We charge extra for conservatories. We're able to give you a price at the time of booking (please note: the top or inside glass ceilings and roofs can be clean at the extra cost)

11.17 We do not clean the roller blinds.

12. Our Guarantee

12.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the Company's service for any reason, the Company's operatives will come back to the Client's home and re-clean to his complete satisfaction.

12.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

13. Law

13.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

14. Parking & Congestion Charge zone

14.1 If there is no free or paid parking at your address you will need to provide the Company with a Temporary/Visitor's Parking Permit for our supervisor's vehicle.

14.2 The Congestion Charge fee will be added should the Company's vehicle need to enter the zone for the Client's job.

15. Other

15.1 We reserve the right to amend these Terms & Conditions without notice. New Terms & Conditions will be made available in our Company premises and on our website.

15.2 These Terms & Conditions do not affect your statutory rights.

DRY CLEANING SERVICE TERMS AND CONDITIONS

1. Contract

1.1 These Terms and Conditions represent a contract between Carmen Cleaning Services Ltd. and the Client.

1.2 The Client agrees that any use of the Company's services, including placing an order for services shall constitute the Client's acceptance of these Terms and Conditions.

2. Payment

2.1 We don't accept payments by cheque

2.2 The Company does not charge VAT

2.3 All prices are subject to change from time to time

2.4 Payment needs to be made to us in full before we can release items back to you

2.5 We reserve the right to suspend servicing you if old orders remain unpaid

3. Dropping-off items

3.1 You will be given a till ticket. Check the ticket order as count and description is final.

3.2 If you believe the depreciated value of your garment/item exceeds 10 times our service charge, please declare the value. In which case the garment/item will be serviced at 1/10th of the declared value of the item.

3.3 We will require a completed and signed Customer Consent Form to authorise the processing of any item that we consider a risk. We also request this form to be completed for processing - curtains, rugs, leather and suede, wedding/ beaded/evening dresses, and or other household or non-clothing items.

4. Treating stains

4.1 We do not guarantee the removal of any stains

4.2 The basic price of cleaning does not include the removal of stains.

4.3 Stain removal is often made easier if stains are identified at the time of leaving the garment. Unusual stains can be treated before dry-cleaning to improve results.

4.4 An extra charge may apply where garments need extra treatment, depending on the time and costs involved.

5. Right to decline service

5.1 We reserve the right to decline services to any customer including but not limited to circumstances of actual or implied physical or verbal abuse towards our company or our employees.

6. Collecting Items

6.1 Lost tickets will require ID, and you will need to sign for the order collected.

6.2 Check your order is complete in the shop - no liability is assumed by the Company for missing items once you leave the Company shop premises.

6.3 Uncollected items may be disposed of after 90 days. We will not be held liable for any loss that you may suffer in such an event.

7. General Exclusions

7.1 We are not liable for

- Any item which suffers colour loss / shrinkage/ damage, during the cleaning process, whereby the manufacturer's care label instructions missing or have been adhered to
- Any feather / down filled item
- Any accessory attached to or contained within any item. An "accessory" means (but is not limited to) belts, buckles, buttons, broaches, beading, painted logos, leather trims, furs, signs, zips, hoods, collars and inner linings.
- Any item which is damaged by any accessory on that item
- Any item that does not show cleaning instructions
- Any item that has deliberate crinkles or creased effects on the fabric which are removed during our cleaning process
- Any item with faulty adhesives or interfacing which leave a mark after cleaning

- Any item which, due to wear and tear or due to its integral nature, is unable to withstand an industrial laundered or dry-cleaned process

- Curtains, blinds (roman, Austrian) household items (duvets, bedspreads, upholstery covers etc), leather and suede items

7.2 Please note that adhesives, defects and faults which were previously camouflaged in manufacture may become more apparent after the cleaning process, and although every care is taken, we cannot always disguise natural flaws or totally remove adhesives, or stretching techniques employed by the manufacturer. These items may "age" after cleaning. All items are therefore only accepted by us for cleaning at your own risk.

8. Customer Service

8.1 In the unlikely event you are not satisfied, please return the item to the branch with the receipt, ensuring it is returned unworn / unused with the original packaging.

8.2 Please notify us of any such complaints within 48 hours from collecting your item. After those 48 hours we will not be responsible for any such claims.

9. Claims

9.1 Liability for any reason (including, but not limited to, lost or damaged items) is limited to the lesser of 10 times the cleaning cost or the depreciated value of the item as determined by the Textile Service Association (TSA) fair compensation guidelines.

9.2 We will not be liable for any item(s) not collected more than 90 days after dropping-off such item(s) with the Company.

9.3 Any claim settled by us will be on condition that it is accepted by you as full and final settlement

9.4 We will not be liable for any damage which is not related to or caused by the cleaning process

9.5 We will not be liable for any claim which is excluded under the General Exclusions paragraph above or if you haven't followed the process for making a claim under the Customer Service paragraph above

9.6 We follow the Textile Service Association (TSA) industry guidelines for fair compensation. From these guidelines we would potentially compensate you once liability is proven by us, only once the age, original value and proof of purchase from you is clearly established. We do not replace old for new and therefore need to establish the age, state and condition of the item(s) prior to any compensation being paid out. We will apply a depreciated value to the item(s) as set out by the TSA guidelines.

9.7 If there is doubt as to the cause of damage to any item then an independent third party will be appointed by the Laundry Technology Centre. The result of such analysis will be final and will form the basis for any compensation due. The costs of any such analysis shall be paid for by the party which the Laundry Technology Centre determines is liable.

10. Collection & Delivery

10.1 We endeavour deliver your items when expected, however circumstances may arise which make it impossible to deliver at the time originally booked. In these rare instances we will endeavour to inform you of the delay ahead of time and reschedule the delivery at your convenience, subject to availability.

10.2 If you need to change your booking time for any reason, please inform us as soon as possible so we can rearrange your delivery.

10.3 If there is no response or we are unable to gain access to your property at the scheduled time, we will contact you to rearrange your delivery; however we reserve the right not to accept an order, to cancel an order or terminate your account if this occurs repeatedly.

10.4 We reserve the right not to accept an order or cancel an order if there is reason to suspect our staff may be at risk of physical or verbal abuse upon collection or delivery of your items.

10.5 Please make us aware of any issues that may arise when attempting to access your property. We reserve the right to decline any order that requires collection or delivery above the third floor, should there be no access by lift, either permanently or temporarily. Where possible, practical and not a health and safety issue, we will endeavour to explore ways of completing your collection or delivery, but cannot guarantee we will be able to do so.

11. Other

11.1 The cost of joining our Priority Club Membership is non-refundable

11.2 We reserve the right to amend these Terms & Conditions without notice. New Terms & Conditions will be made available in our Company premises and on our website.

11.3 These Terms & Conditions do not affect your statutory rights.